

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

QUALCOMM INCORPORATED, )  
a Delaware corporation; and )  
QUALCOMM TECHNOLOGIES, INC., )  
a Delaware corporation, )  
Plaintiffs, ) C.A. No. 24-490 (MN)  
v. )  
ARM HOLDINGS PLC., f/k/a ARM LTD., )  
a U.K. corporation, ) REDACTED PUBLIC VERSION  
Defendant. )

[REDACTED]

**PLAINTIFFS' RESPONSE TO DEFENDANT'S STATEMENT OF UNDISPUTED  
MATERIAL FACTS IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT  
ON QUALCOMM'S UCL CLAIM (COUNT VI) (D.I. 415)**

OF COUNSEL:

Karen L. Dunn  
William A. Isaacson  
Erin J. Morgan  
Melissa F. Zappala  
Jenifer N. Hartley  
DUNN ISAACSON RHEE LLP  
401 Ninth Street NW  
Washington, DC 20004  
(202) 240-2900

Catherine Nyarady  
Anish Desai  
Jacob A. Braly  
S. Conrad Scott  
Jacob Apkon  
PAUL, WEISS, RIFKIND, WHARTON  
& GARRISON LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
(212) 373-3000

MORRIS, NICHOLS, ARSH & TUNNELL LLP  
Jennifer Ying (#5550)  
Travis Murray (#6882)  
Ben Yenerall (#7132)  
1201 North Market Street  
P.O. Box 1347  
Wilmington, DE 19899  
(302) 658-9200  
jying@morrisnichols.com  
tmurray@morrisnichols.com  
byenerall@morrisnichols.com

*Attorneys for Plaintiffs*

Adam L. Basner  
Eric C. Westerhold  
PAUL, WEISS, RIFKIND, WHARTON  
& GARRISON LLP  
2001 K Street, NW  
Washington, DC 20006-1047  
(202) 223-7300

Gregg Stephenson  
PAUL, WEISS, RIFKIND, WHARTON  
& GARRISON LLP  
535 Mission Street, 25th Floor  
San Francisco, CA 94105  
(628) 432-5100

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## I. THE FIRST LITIGATION<sup>1</sup>

1. Undisputed for purposes of this motion that Arm sued Qualcomm on August 31, 2022 and that Qualcomm answered on September 30 (but of 2022, not 2023). *See* D.I. 417 Ex. 3 at 77. Qualcomm lacks knowledge of whether [REDACTED], but any dispute is immaterial because that fact is irrelevant to the disposition of Arm's motion.

2. Undisputed for purposes of this motion that Arm and Qualcomm are sophisticated companies. Arm's characterization of the Arm Action is not supported by any of the cited material. *See* D.I. 417 Ex. 4 ¶¶ 35, 83; Ex. 5 at -456-57; Ex. 6 at -305, -315-16.

3. Undisputed for purposes of this motion.

## II. ARM'S BUSINESS

4. Disputed that Arm's business model actually allows "customers to access Arm products," as Arm's withholding of technology from Qualcomm is central to this case. *See, e.g.*, D.I. 137. Undisputed that Arm advertises itself in this way.

5. Disputed that an ALA "enable[s]" a licensee to design CPUs. An ALA grants license rights to [REDACTED], which a licensee may use to design its CPUS. D.I. 428 Ex. 2.

6. Disputed as to Arm's misstatement of Mr. Grisenthwaite's testimony. Mr. Grisenthwaite corrected his testimony that [REDACTED]

[REDACTED] D.I. 417 Ex. 9 at 49:17-50:2.

7. Disputed as to Arm's characterization of Mr. Abbey's testimony. Mr. Abbey did not testify that [REDACTED]

[REDACTED]. D.I. 417 Ex. 10 at 46:12-18. Qualcomm lacks knowledge of whether Arm [REDACTED]

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<sup>1</sup> For ease of reference, Plaintiffs have copied Arm's headings, but do not necessarily agree that Arm's headings are accurate.

[REDACTED], but any dispute is immaterial to the disposition of Arm's motion.

8. Undisputed for purposes of this motion that Mr. Abbey gave the quoted testimony.

9. Undisputed for purposes of this motion.

10. Undisputed for purposes of this motion that Arm advertises the "Arm Flexible Access model" this way. Qualcomm does not license IP via that model and lacks knowledge of the accuracy of Arm's statement, but any dispute is immaterial to the disposition of Arm's motion.

11. Undisputed for purposes of this motion that Arm advertises the "Arm Total Access model" this way. Qualcomm does not license IP via that model and lacks knowledge of the accuracy of Arm's statement, but any dispute is immaterial to the disposition of Arm's motion.

12. Undisputed for purposes of this motion that Arm and [REDACTED]

[REDACTED] and that the quoted language reflects testimony from Arm's SVP Paul Williamson [REDACTED].

13. Undisputed for purposes of this motion that Mr. Awad gave the quoted testimony.

14. Undisputed for purposes of this motion that [REDACTED]

[REDACTED]. Ex. 90 at 125:9-22 (Williamson).

### **III. QUALCOMM'S BUSINESS**

15. Undisputed for purposes of this motion.

16. Undisputed for the purposes of this motion that Mr. Asghar provided the described testimony with respect to Qualcomm's business.

17. Undisputed for purposes of this motion.

18. Undisputed for purposes of this motion that Qualcomm's semiconductor business,

named Qualcomm CDMA Technologies, licenses and uses Arm's IP.

19. Undisputed for purposes of this motion.

20. Undisputed for purposes of this motion.

21. Undisputed for purposes of this motion, though any dispute is immaterial because this fact is irrelevant to the disposition of Arm's motion. Arm is not asserting any defense premised on the FTC's allegations, and the FTC's proceeding did not involve a California UCL claim.

22. Undisputed for purposes of this motion, though any dispute is immaterial for the reasons discussed in paragraph 21 and because the FTC's case involved federal claims based on the FTC Act and the Sherman Act.

23. Disputed as to the characterization that Qualcomm argued the FTC had to prove a violation at the pleadings stage, D.I. 418 Ex. 22 at 13, though any dispute is immaterial for the reasons discussed in paragraph 21.

24. Undisputed for purposes of this motion, though any dispute is immaterial for the reasons discussed in paragraph 21.

#### IV. SEMICONDUCTOR INDUSTRY

25. Disputed as to Arm's characterization of "██████████." Arm omits Mr. Asghar's testimony that ██████████

[REDACTED] Ex. 3 at 155:2-158:3 (Asghar). The Arm ISA is the primary ISA. Ex. 84; Ex. 85 at 148:21-25 (Howard).

26. Disputed. [REDACTED] . See, e.g., Ex. 3 at 155:2-158:3 (Asghar); Ex. 2 at 192:18-193:19, 195:7-24 (Amon); Ex. 86 at 16:22-

17:8, 57:6-21 (Vidon).

27. Undisputed for purposes of this motion.

28. Undisputed for purposes of this motion.

29. Disputed. [REDACTED]. *See, e.g.,* Ex. 3 at 155:2-158:3 (Asghar); Ex. 2 at 192:18-193:19 (Amon); Ex. 86 at 57:6-21 (Vidon); *supra* ¶ 27.

30. Disputed as to Arm’s selective quoting of Posner’s full statement: [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] D.I. 417 Ex. 18 ¶ 64.

31. Undisputed as to [REDACTED]

[REDACTED]. Arm, however, omits that [REDACTED]  
[REDACTED] D.I. 418 Ex. 26 at -850.

32. Undisputed for purposes of this motion that the quoted language reflects Arm’s statement in an Arm internal document.

33. Disputed as to Arm’s selective omission of its estimated “>99%” market share for “mobile applications” and “70%” market share for “other mobile.” D.I. 418 Ex. 28 at -097. Qualcomm also notes that the slide containing this data, from Arm’s Q1 FYE26 Investor Presentation, is titled “Royalty: Gaining Share in a Massive Market.” *Id.*

34. Undisputed for purposes of this motion that this is Arm’s estimate.

35. Disputed. [REDACTED],  
[REDACTED]

[REDACTED] *See, e.g.,* Ex. 3 at 155:2-158:3 (Asghar); Ex. 2 at 195:7-24 (Amon); Ex. 86 at 16:22-17:8 (Vidon).

36. Disputed. [REDACTED].

*See, e.g.*, Ex. 3 (Asghar) at 155:2-158:3; Ex. 2 (Amon) at 195:7-24; Ex. 86 (Vidon) at 16:22-17:8.

37. Undisputed for purposes of this motion.

38. Undisputed for purposes of this motion that Qualcomm has contemplated such a plan. Mr. Asghar's cited testimony [REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED] D.I. 417 Ex. 17 at 212:6-213:8.

39. Undisputed for purposes of this motion.

40. Undisputed for purposes of this motion that Qualcomm has shipped more than 650M RISC-V microcontrollers—lower-level cores. Ms. Varma specified [REDACTED]

[REDACTED] D.I. 418 Ex. 34 at 196:20-197:8.

41. Undisputed for purposes of this motion.<sup>2</sup>

42. Undisputed for purposes of this motion.

43. Undisputed for purposes of this motion.

44. Undisputed for purposes of this motion.<sup>3</sup>

## V. QUALCOMM'S UNFAIR COMPETITION LAW ("UCL") THEORY

45. Disputed to the extent that Arm intends for "theories of 'monopoly'" to mean something different than a claim for monopolization. Undisputed for purposes of this motion that Qualcomm is not litigating a Sherman Act case and that it does not need to identify any antitrust laws implicated by Arm's conduct. *See* Pltfs.' Opp. to Arm's Mot. for Summ. J. § V.D.

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<sup>2</sup> Arm's second quote is really a paraphrase, but Qualcomm does not dispute the substance.

<sup>3</sup> Arm's second quote is really a paraphrase, but Qualcomm does not dispute the substance.

46. Undisputed for purposes of this motion that Posner is not offering legal opinions.

47. Undisputed for purposes of this motion.

48. Disputed. Qualcomm is both Arm's consumer and [REDACTED] *See infra ¶ 53.*

49. Disputed to the extent that Arm means for “[REDACTED]” to encompass all of its anticompetitive conduct. Posner stated in his reports and testified [REDACTED]

[REDACTED]  
[REDACTED] D.I. 417 Ex. 16 at 327:5-329:10; D.I. 417 Ex. 18 ¶ 74; D.I. 418 Ex. 42 ¶ 9.

50. Undisputed for purposes of this motion.

51. Undisputed for purposes of this motion.

52. Undisputed for purposes of this motion.

53. Disputed. Arm's contention ignores that Qualcomm is itself a consumer of Arm's products. *See, e.g., supra ¶ 1;* D.I. 444 Ex. 4 at 28; UCL CSOF ¶¶ 1-3.

54. Disputed to the extent Arm implies that Qualcomm seeks damages apart from the agreed-upon remedy in [REDACTED] of the ALA or TLA, respectively, for its claims for breach of [REDACTED] of the ALA and [REDACTED] of the TLA.

55. Disputed. Qualcomm's requests for injunctive relief are discussed in testimony cited in Interrogatory No. 7. *See* Ex. 87 at 167:13-22 (Chaplin) [REDACTED]  
[REDACTED] (cited in D.I. 418 Ex. 40 at 58)). Qualcomm also explained its need for injunctions in response to Interrogatory 21 (D.I. 435 Ex. 18 at 56-57), and requested such relief in its operative complaint (D.I. 137 at Prayer for Relief). Rule 26 requires a “computation of each category of damages,” not a request for injunctive relief, so Arm's citation is irrelevant. D.I. 418 Ex. 46 at 8.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

*/s/ Jennifer Ying*

OF COUNSEL:

Karen L. Dunn  
William A. Isaacson  
Erin J. Morgan  
Melissa F. Zappala  
Jenifer N. Hartley  
DUNN ISAACSON RHEE LLP  
401 Ninth Street NW  
Washington, DC 20004  
(202) 240-2900

---

Jennifer Ying (#5550)  
Travis Murray (#6882)  
Ben Yenerall (#7132)  
1201 North Market Street  
P.O. Box 1347  
Wilmington, DE 19899  
(302) 658-9200  
jying@morrisnichols.com  
tmurray@morrisnichols.com  
byenerall@morrisnichols.com

Catherine Nyarady  
Anish Desai  
Jacob A. Braly  
S. Conrad Scott  
Jacob Apkon  
Flint A. Patterson  
PAUL, WEISS, RIFKIND, WHARTON  
& GARRISON LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
(212) 373-3000

*Attorneys for Plaintiffs*

Adam L. Basner  
Eric C. Westerhold  
PAUL, WEISS, RIFKIND, WHARTON  
& GARRISON LLP  
2001 K Street, NW  
Washington, DC 20006-1047  
(202) 223-7300

Gregg Stephenson  
PAUL, WEISS, RIFKIND, WHARTON  
& GARRISON LLP  
535 Mission Street, 25th Floor  
San Francisco, CA 94105  
(628) 432-5100

November 7, 2025

**CERTIFICATE OF SERVICE**

I hereby certify that on November 7, 2025, I caused the foregoing to be electronically filed with the Clerk of the Court using CM/ECF, which will send notification of such filing to all registered participants.

I further certify that I caused copies of the foregoing document to be served on November 7, 2025, upon the following in the manner indicated:

Anne Shea Gaza, Esquire  
Robert M. Vrana, Esquire  
Daniel G. Mackrides, Esquire  
YOUNG CONAWAY STARGATT & TAYLOR, LLP  
Rodney Square  
1000 North King Street  
Wilmington, DE 19801  
*Attorneys for Defendant*

*VIA ELECTRONIC MAIL*

Scott F. Llewellyn, Esquire  
MORRISON & FOERSTER LLP  
4200 Republic Plaza  
370 Seventeenth Street  
Denver, CO 80202  
*Attorneys for Defendant*

*VIA ELECTRONIC MAIL*

Nicholas R. Fung, Esquire  
Henry Huttinger, Esquire  
Sydney D. Gaskins, Esquire  
MORRISON & FOERSTER LLP  
707 Wilshire Blvd., Suite 6000  
Los Angeles, CA 90017  
*Attorneys for Defendant*

*VIA ELECTRONIC MAIL*

Kyle W.K. Mooney, Esquire  
Alexandra Corrinne Hottenrott, Esquire  
MORRISON & FOERSTER LLP  
250 West 55th Street  
New York, NY 10019  
*Attorneys for Defendant*

*VIA ELECTRONIC MAIL*

Erik J. Olson, Esquire  
MORRISON & FOERSTER LLP  
755 Page Mill Road  
Palo Alto, CA 94304  
*Attorneys for Defendant*

*VIA ELECTRONIC MAIL*

Daniel P. Muino, Esquire  
MORRISON & FOERSTER LLP  
2100 L Street, NW, Suite 900  
Washington, DC 20037  
*Attorneys for Defendant*

*VIA ELECTRONIC MAIL*

Brian M. Kramer, Esquire  
MORRISON & FOERSTER LLP  
12531 High Bluff Drive, Suite 200  
San Diego, CA 92130  
*Attorneys for Defendant*

*VIA ELECTRONIC MAIL*

William Frentzen, Esquire  
Daralyn J. Durie, Esquire  
Shaelyn Dawson, Esquire  
MORRISON & FOERSTER LLP  
425 Market Street  
San Francisco, CA 94105  
*Attorneys for Defendant*

*VIA ELECTRONIC MAIL*

Lydia B. Cash, Esquire  
MORRISON & FOERSTER LLP  
300 Colorado Street, Suite 1800  
Austin, TX 78701  
*Attorneys for Defendant*

*VIA ELECTRONIC MAIL*

Gregg F. LoCascio, P.C.  
Jason M. Wilcox, P.C.  
Meredith Pohl, Esquire  
Matthew J. McIntee, Esquire  
KIRKLAND & ELLIS LLP  
1301 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004  
*Attorneys for Defendant*

*VIA ELECTRONIC MAIL*

Jay Emerick, Esquire  
Adam M. Janes, Esquire  
Reid McEllrath, Esquire  
KIRKLAND & ELLIS LLP  
333 West Wolf Point Plaza  
Chicago, IL 60654  
*Attorneys for Defendant*

*VIA ELECTRONIC MAIL*

Peter Evangelatos, Esquire  
Nathaniel Louis DeLucia, Esquire  
KIRKLAND & ELLIS LLP  
601 Lexington Avenue  
New York, NY 10022  
*Attorneys for Defendant*

*VIA ELECTRONIC MAIL*

*/s/ Jennifer Ying*

---

Jennifer Ying (#5550)